

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2011A32529
	§	
vs.	§	
	§	
Shelly Dettore aka Shelly A. Gross aka Shelly A. Fulner aka Shelly Ann Schultz		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 4833 Surfwood Dr., Commerce Township, Michigan 48382.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$3,037.81
B. Current Capitalized Interest Balance and Accrued Interest	\$2,539.74
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$5,577.55

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
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Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Shelly A. Dettore
AKA: Shelly A. Fulner and Shelly Fulner
4833 Surfwood Dr.
Commerce Twp., MI 48382
Account No.:

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/18/11.

On or about 11/21/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Manufacturer's Bank, Detroit, MI. This loan was disbursed for \$1,312.00 on 01/10/90 and \$1,313.00 on 03/01/90, at 8.00 percent interest per annum. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 04/04/92 and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,049.11 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 01/21/96, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$2,434.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

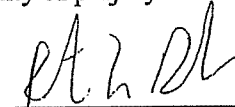
Principal:	\$3,037.81
Interest:	\$2,148.01
 Total debt as of 01/18/11:	 \$5,185.82

Interest accrues on the principal shown here at the rate of \$0.67 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

1/31/11



Loan Analyst
Litigation Support

Peter La Roche
Loan Analyst

FA-4444 (6-88)
Authority: 34 CFR 682.401c MAC
39D.1413 and 39D.1415. Completion
Mandatory. No loan can be made
unless this form is filed.

2-12-89-13912-SFC MAR Doc# 1 Filed 09/05/12 Pg 4 of 9 Pg ID 4
MICHIGAN DEPARTMENT OF EDUCATION
BOX 30047, LANSING, MICHIGAN 48909 NOV 30 1989
APPLICATION AND PROMISSORY NOTE FOR A GUARANTEED STUDENT LOAN
Under the Insurance Program of the Michigan Higher Education Assistance Authority

LOAN NUMBER
OVERRIDE

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE STATEMENT OR MISREPRESENTATION ON THIS FORM IS SUBJECT TO PENALTIES WHICH MAY INCLUDE FINES OR IMPRISONMENT UNDER THE UNITED STATES CRIMINAL CODE AND 20 USC 1097.

SECTION I - TO BE COMPLETED BY THE STUDENT - READ THE INSTRUCTIONS

1. Social Security Number	2. Last Name	First	MI	3. Birth Date
	FUCI	ER		Mo 1 Da 2 Yea
4. Permanent Home Address	Street	City	State	Zip Code
2845 NADONE	W. 10th	MT	MI	48076
5. U.S. Citizenship Status	7. Total Number of Borrower's Dependents	8. State of Permanent Residence	9. Intended Enrollment (You must enroll at least half-time to be eligible)	5. Area Code - Phone Number
<input checked="" type="checkbox"/> (a) U.S. Citizen or National <input type="checkbox"/> (b) Eligible Non-Citizen <input type="checkbox"/> (c) Neither of the above (see instructions)	List ages:	State Since	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> At least half-time <input type="checkbox"/> Less than half-time	(313) 684-4890
11. While in school you intend to live:	12. Prior to the school year for which the loan is intended, have you ever been enrolled in any school beyond high school level?	13. Have you ever defaulted on an educational loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. School Name and Division	
(Check One) <input checked="" type="checkbox"/> With Parents <input type="checkbox"/> On Campus <input type="checkbox"/> Off Campus	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, give details on separate sheet of paper including what arrangements have been made, if any, to repay the debt.	Spec's Howard	
15. Do you have any outstanding guaranteed student loans that are NOT guaranteed by the Michigan Higher Education Assistance Authority? (See Instructions) If "Yes," list below (DO NOT INCLUDE PERKINS LOANS, NDSL, HPF, or HEAL). If "No," write "None."				
Name of Lender		City and State of Lender	From Mo. / Yr.	To Mo. / Yr.
None				
			Unpaid Balance	Interest Rate
16. Parent or Guardian (Circle One)				
Name		Relative or Separated Parent (Circle One)	Relative - Not Living With You	
JERRY FOLNER		Name	Name	
Address		Address	Address	
2245 NADONE		14620 Stacey	46246 CHATSWORTH	
City, State, Zip		City, State, Zip	City, State, Zip	
11/20/89 MI 48076		11/20/89 MI 48188	11/20/89 MI 48111	
Phone		Phone	Phone	
Employer		Employer	Employer	
SUPERIOR ELECT		RESIDENT	HOME MAKER	
17. Driver's License Number		18. Requested Loan Amount	19. What period do you want this loan to cover	
If none, write "none."		From: To:	20. Lending Institution which provided this application	
		MI \$26215 Mo. 12 Yr. 89 Mo. 6 Yr. 90	Name	
			Manufacturers Bank	
			Address	
			411 W. Lafayette	

Promissory Note for a Guaranteed Student Loan

I, the undersigned student borrower identified in Section I, Item 2, promise to pay to you or your order when this note becomes due as set forth in Paragraph II, the sum of two thousand six hundred and twenty five DOLLARS (\$26215.00).
Requested Loan Amount - Must be the Same as Item 18

or such loan amount as is advanced to me and identified to me in the Notice of Loan Guarantee and Disclosure Statement, plus interest as set forth in Paragraph III, and any other charges which may become due as provided in Paragraph VI. If I fail to pay any of these amounts when they are due, I will pay all charges and other costs, including the fees of an attorney and court costs that are permitted by federal law and regulations for the collection of this loan, which you incur in collecting this loan. (See Paragraphs II, III, VI on the other side.) My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

I UNDERSTAND THAT THIS IS A PROMISSORY NOTE. I WILL NOT SIGN THIS PROMISSORY NOTE BEFORE READING IT, INCLUDING THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. I AM ENTITLED TO AN EXACT COPY OF THIS PROMISSORY NOTE, THE NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT AND ANY AGREEMENT I SIGN. BY SIGNING THIS PROMISSORY NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY HEREOF. I HAVE READ AND UNDERSTAND THE BORROWER RIGHTS AND RESPONSIBILITIES THAT ARE INCLUDED IN THIS BOOKLET OF WHICH THE APPLICATION AND PROMISSORY NOTE ARE A PART.

Shelly Bulmer 11/21/89
22. Student Borrower Signature Date

NOTICE TO STUDENT: Terms of the Promissory Note continue on the reverse side.

SECTION II - TO BE COMPLETED BY SCHOOL - SEE SCHOOL INSTRUCTIONS ON REVERSE SIDE OF COPY C

23. Name of School	24. Street No.	City	State	Zip Code
Speers Howard School	16900 W. 8-mile Rd.	Southfield	MI	48075
25. Phone	26. School Code	27. Grade Level	28. Expected Completion of Studies Date	29. Loan Period
(313) 569-0101	1022378	Undergraduate <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 Graduate or Professional <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	MO 10 YR 10 10/2 9/10	From To Mo. Day Yr. Mo. Day Yr. 12/04/89 10/04/90
30. Estimated cost of education for loan period	31. Financial aid for loan period	32. Expected Family Contribution	33. Cost Minus Aid Minus EFC (Item 30 Less Items 31 and 32)	
\$107153.9	\$101000	\$103560	3979.00	
34. STATE USE ONLY	35. Dependency Status	36. Type of Academic Enrollment Period	37. First day of class of each academic enrollment period	
	<input checked="" type="checkbox"/> Dependent <input type="checkbox"/> Independent	<input type="checkbox"/> Semester <input type="checkbox"/> Trimester <input type="checkbox"/> Quarter <input type="checkbox"/> Clock Hour <input checked="" type="checkbox"/> Other Explain Semester credit	1st Month Day Year 12 01 89 2nd 03 01 90 3rd 4th	
38. My signature below certifies that I have read and agreed to the EDUCATION CERTIFICATION printed on the reverse side of COPY B and COPY C.				
Cora L. Durham 11-21-89		Cora L. Durham Financial Aid Officer		
Authorized School Official Date		Printed Name and Title		

SECTION III - TO BE COMPLETED BY THE LENDING INSTITUTION

40. Name of Lending Institution	41. City	42. Federal Code
WILSON BANK	DETROIT	806008
43. Amount Recommended	44. Signature of Authorized Lending Official	45. Title
\$26215		SLD
		46. Date
		7-89

COPY A - LENDER

Additional Terms of the Promissory Note for a Guaranteed Student Loan

Data Note Comes Due I will repay this loan: 1) in periodic installments during a repayment period that will begin no later than the end of my grace period; or 2) in full immediately if I fail to enroll and attend at the school which certified my application for the academic period intended (this loan will not be eligible for a grace period). My grace period is that period of time which begins when either I leave school or stop carrying, at an eligible school approved by MHEAA, at least one-half the normal full-time academic work load required by the school. The Notice of Loan Guarantee and Disclosure Statement will identify the length of my grace period. During the grace period I may request that the grace period be shortened and the repayment period begin earlier.

I, interest (1) agree to pay an amount equivalent to simple interest (as specified in (4)) on the unpaid principal balance from the date of disbursement until the entire principal sum and accrued interest are paid in full. (2) However, the U.S. Secretary of Education ("Secretary") will pay the interest that accrues on this loan prior to payment status and during any deferment, if it is determined that I qualify to have such payments made on my behalf under the regulations governing the Guaranteed Student Loan Program ("GSLP"). In the event that the interest on this loan is payable by the Secretary, neither the lender nor other holder of this Note may attempt to collect this interest from me. I may, however, choose to pay this interest myself. (3) Once the repayment status begins I will be responsible for payment of all interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during any period described under DEFERMENT, Paragraph VIII in this Promissory Note. (4) The interest rate will be determined according to the following: (a) If I have an outstanding Guaranteed Student Loan(s) ("GSL") on the date I sign this Note, the applicable interest rate will be the same as the applicable interest rate on the outstanding GSL(s). (b) If I am borrowing for a period of enrollment which begins before July 1, 1988, and I have no outstanding GSL(s), the applicable interest rate on this loan will be 8%. (c) If I am borrowing for a period of enrollment which begins on or after July 1, 1988, and I have no outstanding GSL(s) but I do have an outstanding balance on any Parent Loans for Undergraduate Students ("PLUS"), Supplemental Loans for Students ("SLS") made for enrollment periods beginning before that date, or on any Consolidation loan(s) which repaid loans made for enrollment periods(s) beginning before that date, the applicable interest rate on this loan will be 8% until the end of the fourth year of my repayment status. (5) The applicable interest rate status, and (b) beginning with the fifth year of my repayment status. (6) I may also receive rebates of interest, when the applicable interest rate is 10%. (7) I will pay interest to the unpaid principal balance (capitalized) policies of the Michigan Guarantee Agency.

V. Origination and Guarantee Fees I will pay you identified to me on the Notice of Loan Guarantee and Disclosure Statement if you or has not been cashed within 120 days of disbursement, I will be entitled to a refund of \$100.00. I will pay you a guarantee fee, in an amount identified on which you will forward to MHEAA to pay for its guarantee amount of this loan from the disbursement date until the course completion date indicated by the School in Section II. If you or has not been cashed within 120 days of disbursement, I will be entitled to a refund of \$100.00. The origination fee and the guarantee fee.

VI. Default I will be in default and you have the principal balance plus any unpaid interest I owe to you gives me a right to cure my default if: 1) or specified on the Notice of Loan Guarantee and Disclosure Statement and specified in Federal Guaranteed Student Loan Program change in my name, address or school enrollment applying for this loan or for a forbearance or de you will have the right, without further notice, and/or savings account I have with you, if not other property of mine which you have a right and me. If I default, I will still be required to pay Paragraph III from the date of default. A default under Deferment, Paragraph VIII.

VI. Late Charges If any payment has not been made by the date specified, I will be charged a late charge of six cents for each dollar of each late installment.

VII. Additional Agreements 1) The proceeds of this loan will be used only for my education expenses at the school to be named in Section II of my Application. 2) Any notice required to be given to me will be effective when mailed by first class mail to the latest address you have for me. 3) Your failure to enforce or insist that I comply with any term of this Note is not a waiver of your rights. 4) If MHEAA is required under its guarantee to repay my loan(s) because I have defaulted, MHEAA will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce this Note against me. 5) I understand that I must repay this Note even though I may be under 18 years of age. 6) If I am unable to make the scheduled payments for reason of hardship, I may be eligible for forbearance as provided for in the MHEAA regulations at the discretion of the lender on the repayment of my loan(s). 7) If I die or become permanently and totally disabled, the unpaid balance of this Note will be paid in full to you or any other owner of this Note by MHEAA. 8) If I default on this Note by reason of delinquency and you incur any extra costs or expenses in connection with collecting on my debt, you will add all reasonable expenses and attorney fees to my loan debt. 9) In this Note the words I, me, and my mean the borrower identified in Item 2 of Section I of the Application. You, your, and yours mean the lender and any other owner of this Note.

VIII. Deferment Payment of principal on my loan may be deferred after the repayment period begins if I am not in default and comply with applicable State and Federal regulations. (A) I am entitled to defer payments of principal on my loan after the repayment period begins: (1) While I am enrolled, a) at a participating school in full-time study, as determined by that school, however, to obtain a deferment to attend a school not located in the United States, I must be a citizen or national of the United States; or b) in a graduate fellowship program approved by the Secretary of Education; or c) in a rehabilitation training program for disabled individuals approved by the Secretary of Education; or d) as a full-time student at an institution of higher education or vocational school which is operated by an agency of the United States Government. (2) For periods not exceeding 3 years for each of the following while I am: a) on active duty in the Armed Forces of the United States or serving as an officer in the Com-

missioned Corps of the United States Public Health Service; or b) serving as a Peace Corps volunteer; or c) serving as a full-time volunteer under Title I of the Domestic Volunteer Service Act of 1973 (e.g., VISTA); or d) providing service as a full-time volunteer for an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, which the Secretary of Education has determined is comparable to service performed in the Peace Corps or ACTION programs; e) temporarily totally disabled as established by a sworn affidavit by a qualified physician or while I am unable to secure employment because I am providing care required by a spouse or dependent who is temporarily totally disabled, as established by a sworn affidavit by a qualified physician. I may be authorized for a deferment of principal payment for an aggregate period of time not less than three (3) nor more than 36 months. (3) For a period not exceeding 2 years while I am serving on internship that the Secretary of Education has determined is needed to gain professional recognition required to begin professional practice or service. (4) For a period not exceeding 24 months while I am conscientiously seeking but unable to find full-time employment in the United States. (5) For a period not exceeding 6 months while I am pregnant or caring for a newborn or newly adopted child, and I am not in attendance at a participating school or gainfully employed, and I was enrolled within the past 6 months at least half-time at a participating school.

If I have no Guaranteed Student Loans (GSL), Supplemental Loans for Students (SLS), Parent Loans for Undergraduate Students (PLUS), Auxiliary Loans to Assist Students (ALAS) or Consolidated Loans outstanding with principal or interest balance on the date I sign this Note, or if any outstanding loan principal or interest balances result solely from loans disbursed to me on or after July 1, 1987, or, if disbursed earlier were made to cover an enrollment period that began on or after July 1, 1987, you will also let me defer making principal payments on this Note if any repayment period has begun and I provide you with written notice that I qualify for the deferment; (6) while enrolled half-time during a period for which I am also receiving a Guaranteed Student Loan (GSL) or Supplemental Loans for Students (SLS). (7) For a period not exceeding 3 years while: a) on active duty as a member of the National Oceanic and Atmospheric Administration Corps; b) engaged as full-time teacher in a public or private elementary or secondary school in a teacher shortage area prescribed by the Secretary of Education. (8) For a period not exceeding 12 months while qualifying as a mother with pre-school age children and who is just entering the workforce and who's paid at a rate not exceeding \$1.00 over the federal minimum wage. (9) For periods of service in an eligible internship program or serving in an internship/residency program leading to a degree or certificate awarded by an institution, a hospital, or a health care facility that offers post graduate training.

In order to receive a deferment of principal payment I must furnish my lender or other holder of this Note with a statement that I will notify my lender or other holder of this Note as soon as a payment was granted no longer exists. It is possible that the law may be changed by Congress. If so, such changes will be contained in subsequent holder, make available to me.

This Promissory Note in periodic installments, with interest unpaid balance from the first day following the expiration of the loan. The whole loan is due as described in Default, Paragraph V, Item 2 of Data Note Comes Due, Paragraph II. Before the payment Schedule which shows the particular repayment terms that payment Schedule may include all loans I have received from you

Monthly payments for a period of not more than 10 years and not less than 5 years. I may request and be granted a repayment period that is longer than the repayment period extended so that the total repayment period is not more than 10 years. Any period of authorized deferment will not count against the 10 year repayment period.

Without penalty, prepay all or any part of the principal or accrued interest on this loan to a credit bureau. The credit bureau will be later than I do not repay this loan as required, either you or MHEAA will report this payment report may significantly affect my credit rating.

The undersigned does hereby sell, assign, transfer and set over unto the Michigan Higher Education Assistance Authority its interest in this note.
Wachovia Student Services, Inc., as authorized agent of:

Comerica Bank
Lender

By: Therese A. Satterfield

Date: 12-16-92

I, the undersigned, certify that the information contained in Section I of this application is true and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the school to pay to the lender any refund which may be due me up to the amount of this loan. I further authorize any school that I may attend to release to the lending institution, subsequent holder, MHEAA, U.S. Department of Education, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, current address). I certify that the proceeds of any loan made as a result of this application will be used for educational expenses for the loan period covered by this application at the school named in Section II. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at that school for the loan period stated in the Notice of Loan Guarantee and Disclosure Statement. I certify that the total amount of loans received under the Guaranteed Student Loan Program, Title IV, Part B (P.L. 89-329) as amended, will not exceed the allowable maximums. I further certify that I do not now owe a repayment on a Pell Grant, Supplemental Grant, or State Student Incentive Grant and am not now in default on a National Direct Student Loan, or a Guaranteed Student Loan, or a Federally Insured Student Loan or a PLUS loan or ALAS loan or SLS loan. I further authorize my lending institution to issue a check covering the proceeds of my loan, in full, or in part, made payable to me, or at the lender's option, jointly payable to me and the school. I understand that the loan check will be sent to the school named in Section II. I have read and understand the "Statement of Borrower's Rights and Responsibilities" supplied with this application.

I understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the lender and program regulations) the fee amounts, due dates and grace period. I understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

I further understand and agree that if there is a question regarding the validity of the social security number that I have provided in Item #1 of this application for a Guaranteed Student Loan, I authorize the lender or the subsequent holder of this promissory note, or the guarantor of this loan to request and to receive from the Social Security Administration information concerning my social security number including the name under which the number was issued and any other pertinent information to validate the correctness of the social security number.

NOTICE TO STUDENT: BY YOUR SIGNATURE ON THE OTHER SIDE OF THIS APPLICATION AND PROMISSORY NOTE YOU ARE AGREEING TO THE ABOVE TERMS AND CERTIFICATION.